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Q Deputy David Aviles' WQS, TRS and CTS training records

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S One (1) CD of twelve (12) digital photographs with printed copies, taken by Detective [redacted]

MISCELLANEOUS DOCUMENTS

Admonition forms
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Suspect Lozano's jail information
DDWS Unit 285D/P dated 02-03-12
Compton Station PM in-service dated 02-03-12
Deputy Aviles' shooting qualification report

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy David Aviles, Employee No. 513456, hereinafter referred to as "Deputy Aviles."

The Department and Deputy Aviles are parties to this dispute and desire to settle all issues involved in IAB No. 2321472 upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Deputy Aviles for and in consideration of the mutual covenants contained herein, agree as follows:

1. Both parties agree that the two (2) day suspension shall stand.

2. The Department will, upon execution of this Settlement Agreement, hold the two (2) days in abeyance for a period of twelve (12) months from the date of execution of this Settlement Agreement.

3. Both parties agree and understand that Deputy Aviles' records will reflect that the two (2) day suspension was imposed and may be used for the purposes of demonstrating "progressive discipline." In addition, Deputy Aviles understands that if he is the subject of a founded investigation involving similar violations of the Department's Manual of Policy and Procedures within the next twelve (12) months, the two (2) suspension days held in abeyance shall be imposed.

4. Deputy Aviles agrees to attend and complete the below listed EBD courses and understands that failure to complete **all** of the courses and assignments shall result in the imposition of the two (2) days held in abeyance:

- Lieutenant's Interactive Forum for Education (LIFE) class (8 hours)
- TAS class related to foot pursuits (8 hours)
- Write an EBD evaluation reflecting on your experience with the EBD process

5. The Department may adjust Deputy Aviles' schedule to participate in EBD courses and EBD items, as EBD is conducted on-duty.

6. Deputy Aviles agrees to cooperate with his Unit Commander to complete the courses as soon as practicable, but no longer than one (1) year from the date of execution of this EBD Agreement.

12/20/13

7. Deputy Aviles further agrees to waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline, and also waives any administrative or judicial remedies with respect to any imposition pursuant to paragraph three (3), above. This waiver shall include, but not be limited to, appeals to the Los Angeles County Civil Service Commission and/or the Los Angeles County Employee Relations Commission.

8. The parties further agree that this EBD Agreement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

9. In consideration of the terms and conditions set forth herein, Deputy Aviles agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy Aviles concerning the subject matter referred to herein.

10. Deputy Aviles further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

11. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this EBD Agreement.

12. The parties agree that the foregoing comprises the entire EBD Agreement between the parties and that there have been no other promises made by any party. Any modification of this EBD Agreement must be in writing.

I have read the foregoing EBD Agreement, and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

Date: 11-25-13	Date: 11/27/13
[signature]	[signature]
David Aviles, Deputy	Kevin Goran, Chief Central Patrol Division